

GENERAL TERMS & CONDITIONS FOR THE HIRING OF EQUIPMENT

1. DEFINITIONS AND LAW

The Complete Contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is from now on referred to as the “**Contract**” The Hired item(s) are those stated in the relevant contract and are from now on referred to as the “**Equipment**” The “**Hirer**” is the person, firm, company, corporation or public authority taking the supplier’s equipment on hire The “**Goods**” means all products supplied by the owner to the purchaser, whether by means of sale, hire or otherwise, and whether the property of the Company or distributed by the Company as agents for another The parties to the contract are the supplier of the equipment and hirer named on the contract This contract shall be governed by and construed in accordance with the law of England.

2. BASIS OF CHARGING

The hirer will pay the hire charge stated in the contract. Hire charges will commence from the time stated in the contract. They will continue during the period of hire until the equipment is restored to the supplier in a clean and serviceable condition against the supplier’s receipt. All time is chargeable including Saturday, Sunday, Bank Holiday’s etc. All charges are payable on demand. If payment is not made on due date, the supplier shall be entitled to interest on the amount that is overdue at the contemporary base rate of the National Westminster Bank PLC plus 4% calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the supplier. Any legal charges incurred in the recovery of money or equipment will be paid by the hirer.

3. CARRIAGE CHARGES

Hire charges do not include carriage. Any expenses incurred by the supplier in delivering or recovering equipment or attempting the same will be paid by the hirer.

4. EXTENT OF CONTRACT

The contract will come into being between the hirer and the supplier when the hirer has placed an order, detailing his requirements and agreeing to be bound by these conditions, and the supplier has accepted the order.

5. RESPONSIBILITIES OF THE HIRER

6. The Person accepting the contract warrants that he has authority to the hirer to make this contract on the hirer’s behalf and hereby agrees To indemnify the supplier against all losses and costs that may be incurred by the supplier if this is not so. The said person hereby Acknowledges that he has been instructed in the safe and proper operation of the equipment. The said person and hirer jointly and Severally hereby undertake to ensure that every user is in possession of instructional material (if any) supplied by the supplier and Shall not allow the equipment to be misused.

7. WHEN SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES OPERATIVE

Where, for administrative convenience, the hirer of his agent is requested by the supplier to sign a contract before the goods are Handed over the hirer or his agent agrees to examine the goods at the time of the physical hand over and the effect of such signature will not become operative until immediately after the physical hand over

8. RESPONSIBILITY OF HIRER OR HIS AGENT

- (i) The hirer or his agent shall be responsible for the loading and unloading of the equipment at the address specified by the hirer, and likewise at the supplier’s premises when transported by the hirer, or his agent. The hirer will supply help to offload and load the equipment if it is delivered/ collected by the supplier.
- (ii) The hirer’s responsibility for the equipment commences on the receipt of the equipment by the hirer or his agent or on delivery as requested and ends when the hirer is in possession of the supplier’s unqualified receipt for the equipment. The hirer will not sell or otherwise part with control of the equipment the hirer shall at all times and in all respects indemnify the supplier against and from, any and every expense, liability, financial Loss, claim or proceedings whatsoever in respects of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to any servant, employee or agent of the hirer) and in respect of damage to or loss of any property whatsoever (including the equipment indemnity as determined by condition 13) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return of the equipment or any part thereof. This sub-clause shall not apply in the case of a person defined as a consumer as defined by the unfair contracts terms act 1977 where the expense liability, financial loss or claim or proceeding or damage or loss of any property aforesaid results from the breach of contract or the negligence of the supplier.
- (iii) Equipment will be unloaded at the nearest hard-standing area where access for the vehicle is made available. On collection, the hirer shall place the equipment as delivered in a suitable area where the supplier can gain easy access from his vehicle. Any time lost gathering equipment up that is not ready to collect as provided can be made chargeable by the supplier.

9. MAINTENANCE OF EQUIPMENT AND BREAKDOWN PROCEDURES

The hirer shall keep himself acquainted with the state and condition of the equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of equipment must be immediately notified to the supplier. Under no circumstances shall the hirer repair or attempt to repair the equipment unless by the supplier. Such equipment must be returned to the supplier’s premises for examination or when rectification elsewhere is requested. The hirer agrees to pay carriage if required by the supplier

10. OWNERS NAME PLATE

The hirer shall not remove, deface or cover up the owner’s nameplate or mark on the plant indicating that it is his property.

11. REMOVAL OF EQUIPMENT

Equipment must not be removed from the site specified by the hirer when the equipment was delivered, without authority of the supplier or from any subsequently authorised site, or from the address to which the supplier delivered the equipment.

12. CONSEQUENTIAL LOSSES

The supplier shall not be liable for any consequential loss to the hirer including any expense, liability, loss, claim or proceeding whatsoever caused by, or arising out of the late delivery, no delivery, unsuitability, or lawful repossession of the equipment, or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect statutory rights of a person dealing as a consumer as fined by the unfair contract’s terms act 1977.

13. INDEMNITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

The hirer agrees either to insure the equipment against loss, theft or damage beyond economic repair on a “new for old” basis or alternatively indemnify the supplier for a similar amount. Alimonies received by the hirer from an insurance company or from. Any other source in settlement of such claims shall be held in trust by the hirer and paid to the supplier on demand. The hirer shall not compromise any claim without the express consent of the supplier.

14. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (i) The hirer accepts full responsibility for the care ask safekeeping and return in good order of the equipment.
- (ii) The hirer will pay to the supplier all costs incurred by the supplier in rectifying the condition of any equipment returned damaged or unclean. Additionally, the hirer will pay to the supplier a charge equating to the financial loss to the supplier until such rectification is complete.
- (iii) In the case of equipment that is lost or stolen or damaged beyond economic repair, the hirer shall in all cases meet the hirer’s obligations under condition.

- (iv) Additionally, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the hirer, the hirer accepts liability to pay for all financial loss to the supplier until the indemnity referred to in condition is paid. The hirer's liability under this condition shall be without prejudice to any other rights of the supplier.

15. DETERMINATION OF HIRE

The supplier shall be entitled at any time if the hirer is in breach of this contract (such termination to be effective immediately) and to repossess the equipment or any part thereof.

16. RIGHTS OF ACCESS

The hirer hereby authorises the supplier (upon production of this document) to enter upon any premises wherein the supplier Reasonably believes any equipment, or any part thereof to be, and if, and in so far as, the supplier in his absolute discretion deems, necessary, to inspect, test, repair, replace or repossess the same.

17. RIGHTS RESERVED

Any failure by the supplier to enforce any or all of these conditions shall not be constructed as a waiver of any of the supplier's rights hereunder.

18. SEPARATE TERM VALIDITY

Should any term in this contract be held to be invalid, such invalidation will not affect the validity of the remaining terms

19. TERMS OF CONTRACT

These conditions have effect in substitution for, and to the exclusion of any condition put forward by the hirer.

20. PAYMENT

The goods shall remain the property of the Company until paid for IN FULL by the purchaser, and until any cheques are cleared, but the goods shall be the risk of the purchasers as from the date of delivery. If payment is delayed beyond the agreed terms, the Company reserves the right to charge interest on the outstanding balance at a rate of 5% above the base rate of HSBC Plc. Payment is due 30days from the invoicing date.

21. HIRE PERIOD CHARGE

The hire charge is by the week and not on a daily rate (items off hired midweek will be charged by the full week).

22. NOTICE OF TERMINATION OF CONTRACT

- (i) If cancellation of the Hire Contract occurs more than 7 days from the Hired from date, there will be no charge.
- (ii) If cancellation of the Hire Contract occurs within 3 to 7 working days of the Hired from date in the Hire Contract the Owner reserves the right to charge the Hirer 10% of the total hire charge stated in the Hire Contract.
- (iii) If cancellation of the Hire Contract occurs within 1 to 2 working day of the Hired from date in the Hire Contract the Owner reserves the right to charge the Hirer 25% of the total hire charge stated in the Hire Contract.

23. ADDITIONAL CHARGES

Where applicable, additional charges are the responsibility of the Hirer and shall be payable by the Hirer at the following rates:

- (i) Aborted journey £350 per crew per day
- (ii) Standing time £50.00 per hour per crew member

24. MARKETING

As part of the appointment of Fence Hire (Southern) Ltd as the supplier, you agree on behalf of the Hirer, to grant the Owner worldwide right in perpetuity, without approval or compensation, to use photographic or video image or likeness of the Equipment in situ for the Owners reasonable commercial purpose.

25. PROTECTION OF OWNERS RIGHTS

The Hirer shall not re-hire, sell, mortgage, pledge, part with possession of or otherwise deal with the Plant except as specifically provided for in this Contract and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all loss, damage, costs, charges, and expenses that may be occasioned by any failure to observe and perform this condition. If the Hirer shall make default in punctual payment of all sums due to the Owner for the hire of Plant or other charges or fail to observe and perform the terms and conditions of this Contract or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owners rights in the Plant may be prejudiced or put into jeopardy this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature) and it shall thereupon be lawful for the Owner to retake possession of the said Plant or Goods and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring or sale under this Contract shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract of damages for breach thereof Until the Company is paid in full for all Goods supplied, ownership of the Goods shall remain with the Company and the Purchaser is and shall remain a fiduciary for the Company in respect of the Goods and if the Purchaser sells or allows to be sold the Goods the Company shall have the right to trace the proceeds thereof.